nonresidents may claim as well as residents. *Farris* v. *Battle* (1887) 80 Ga. 187, 7 S. E. 262. With the exception of homestead exemptions, there is a conflict of authority as to the right of a nonresident to claim under a statute of exemption. The earlier view generally denied the right; *Kyle & Co.* v. *Montgomery* (1886) 73 Ga. 337; *Kelson* v. *Detroit, etc., R. R.,* (1906) 146 Mich. 563, 109 N. W. 1057, but, since the reason that barred nonresidents from claiming under homestead laws does not apply to statutes exempting personal property, the more recent tendency of the courts is to hold that such laws include nonresidents in the absence of express provision to the contrary. *Bond* v. *Turner* (1898) 33 Ore. 551, 54 Pac. 158; *Himmel* v. *Eichengreen* (1908) 107 Md. 610, 69 Atl. 511; *Carroll* v. *First State Bank* (Tex. Civ. App. 1912) 148 S. W. 818. The principal case seems sound in holding that the statute in question is one of exemption, because of its position in the code following the homestead provisions, but the decision seems questionable in adhering to the older and harsher view that such statutes do not apply to nonresidents.

TORTS—INDUCING BREACH OF CONTRACT.—The complaint alleged that the defendant had induced the plaintiff's fiance to break his engagement with her by threatening to put him in an asylum and also by slandering the plaintiff. The action for slander was barred by the Statute of Limitations. *Held,* the plaintiff could not recover. *Homan* v. *Hall* (Neb. 1917) 165 N. W. 881.

As a general rule an action lies for inducing a breach of contract, unless the defendant can show some justification for his act. See *South Wales etc.* v. *Glamorgan Coal Co.* [1905] A. C. 239; 8 Columbia Law Rev. 496; *cf. Ashley* v. *Dixon* (1872) 48 N. Y. 430. What circumstances amount to a valid justification is a matter of public policy. The use of intimidation has always been considered unjustifiable, *cf. Doremus* v. *Hennessy* (1898) 176 Ill. 608, 52 N. E. 924, 54 N. E. 524, also the use of false defamatory statements, even where the injury resulting therefrom is the loss of any relationship beneficial to the plaintiff. *Lally* v. *Cantwell* (1888) 30 Mo. App. 524; *cf. Shepherd* v. *Wakeman* (1674) 1 Sid. 79. In the latter class of cases, however, there is some doubt whether the recovery is based on special damages for slander or for inducing the breach of contract. In the case at hand, since the Statute of Limitations had barred the action for slander, and the demurrer admitted that the breach was caused by intimidation and defamatory statements, the plaintiff's whole right to recover rested on whether the defendant's interference was actionable: *i. e.* whether a contract to marry is so unusual that no action will lie for inducing the breach of it. The view maintained in Cooley, Torts (2nd ed.) 277, that no such action will lie, is not based on any authorities. The only case following this view is *Leonard* v. *Whetstone* (1904) 34 Ind. App. 383, 68 N. E. 197. There the court held that no action would lie against a parent who induced his child to break a contract to marry. By way of mere *dictum* the court extended this rule to cases of strangers to the contract, basing its view on the unsupported statements of Judge Cooley. The right of a parent to induce a wife to leave her husband, if done in good faith, has also been upheld, if the advice was not maliciously given. *Oakman* v. *Belden* (1900) 94 Me. 280, 47 Atl. 553. Both of these decisions seem correct, as the parent if acting in good faith, may be justified on grounds of public policy in inducing the breach of a con-

tract to marry, or a separation after marriage. But a stranger, even when acting in good faith, is not justified in inducing separation of husband and wife. *Modisett* v. *McPike* (1881) 74 Mo. 636. Husband and wife are a status, while a contract to marry is merely an unexecuted contract, but there seems to be no reason why public policy should not prevent interference by a stranger to a contract to marry, just as it has always prevented it after the marriage relation has been established. The defendant having shown no justification for his act should have been held liable.

TRUSTS—LIFE INTEREST AND REMAINDER—STOCK RIGHTS.—A trustee held shares of stock under the duty of turning over the income to a life beneficiary and the remainder to certain institutions. After the creation of the trust, the corporation, not having declared dividends, increased its capital stock and offered the new shares to the old shareholders at par on a *pro rata* basis. The trustee sold these stock rights. *Held,* the proceeds of the sale should be considered principal. *Baker* v. *Thompson* (App. Div. 1st Dept. 1918) 168 N. Y. Supp. 871.

The weight of authority has been that the right to subscribe for additional shares, and any benefit therefrom, enures to the *corpus* of a trust of stock rather than to the income. Cook, Corporations (6th ed.) § 559; *De Koven* v. *Alsop* (1903) 205 Ill. 309, 68 N. E. 930. This rule has been extended to cover the profit realized from the purchase of bonds in another corporation offered to the shareholders of the first corporation on advantageous terms. *In re Thomson's Estate* (1893) 153 Pa. 332, 26 Atl. 652. The courts have generally refused to consider that the profit accruing from the stock right may have been made possible by surplus earned by the corporation since the establishment of the trust; but in order that the life tenant should be entitled to any or all of this profit, they usually require an actual declaration of a cash dividend, *Greene* v. *Smith* (1890) 17 R. I. 28, 19 Atl. 1081, but consistently give all of an extraordinary cash dividend to the life beneficiary. *DeKoven* v. *Alsop, supra.* The endeavor is to prevent the impairment of the *corpus* by a division of the voting power and assets; see *Boardman* v. *Mansfield* (1907) 79 Conn. 634, 66 Atl. 169; and the considerations in the case of stock rights are the same as those involved in the case of stock dividends, where some jurisdictions give all to the life tenant, *Hite* v. *Hite* (1892) 93 Ky. 257, 20 S. W. 778, and some all to the remainderman. *Minot* v. *Paine* (1868) 99 Mass. 101; *Gardiner* v. *Gardiner* (1912) 212 Mass. 508, 99 N. E. 171; *Gibbons* v. *Mahon* (1890) 136 U. S. 549, 10 Sup. Ct. 1057. However, there seems to be a growing disposition to examine the substance rather than the form of corporate action, *In re Schaefer,* (1917) 178 App. Div. 117, 165 N. Y. Supp. 19, and to apportion the proceeds from stock dividends and extraordinary dividends after taking into consideration the period during which the money was earned. *In re Osborne* (1913) 209 N. Y. 450, 103 N. E. 723. It is difficult to see why the same rule should not be applied in the case of stock rights, *Holbrook* v. *Holbrook* (1907) 74 N. H. 201, 66 Atl. 124; see Referee's report in *Cross* v. *Bliss* (Sup. Ct. County of N. Y. 1914) 52 N. Y. L. J. 1965, but the same jurisdiction which has so definitely adopted the apportionment rule in the former case has, as in the principal case, refused to do so in the latter. *United States Trust Co.* v. *Heye* (App. Div. 1918) 168 N. Y. Supp. 1051, *accord.*